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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BOARDS OF TRUSTEES OF THE
NORTHWEST I.A.M. BENEFIT TRUST
and WESTERN METAL INDUSTRY
PENSION FUND, (hereafter referred to
as the Trust Funds),

Plaintiffs,

v.

J.M. MARTINAC SHIPBUILDING
COMPANY, a Washington corporation,

Defendant.

NO.

**COMPLAINT TO ENFORCE TERMS
OF TRUST AGREEMENTS – DEMAND
FOR AUDIT OF PAYROLL RECORDS
FOR DELINQUENT FRINGE BENEFIT
CONTRIBUTIONS (ERISA)**

For their complaint, plaintiffs allege as follows:

I. PARTIES AND JURISDICTION

1. Plaintiffs are the Boards of Trustees of the Northwest I.A.M. Benefit Trust and the Western Metal Industry Pension Fund (collectively “Trust Funds”).

2. The Trust Funds are joint labor-management funds created pursuant to Section 302(c) of the Labor Management Relations Act (“LMRA”), 29 U.S.C. § 186(c), and the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1001, et seq. as amended (“ERISA”).

3. The Boards of Trustees are the named fiduciaries of each of the Trusts as that term is defined by ERISA § 3(21), 29 U.S.C. § 1002(21).

4. Defendant J.M. Martinac Shipbuilding Company (hereafter “the Employer”), is a Washington corporation having had its principal offices located at 401 East 15th St., Tacoma, WA 98421.

5. Jurisdiction is conferred on this court by Section 301 of the LMRA, 29 U.S.C. § 185, and ERISA § 502, 29 U.S.C. § 1132.

6. Venue is appropriate in the Division of Seattle, King County, WA under ERISA § 502, 29 U.S.C. § 1132, as the Trust Funds are administered in King County.

II. CLAIM FOR RELIEF: DEMAND FOR AUDIT OF PAYROLL RECORDS

7. At all material times, Employer has been signatory to a collective bargaining agreement (“CBA”) with International Association of Machinists and Aerospace Workers, District Lodge No. 160 (hereafter referred to as “District Lodge No. 160”), which incorporates by reference the Trust Agreements for the Trust Funds.

8. The CBA incorporates the terms and conditions of the Trust Agreements governing the plaintiff Trust Funds.

1 9. Employer's CBA and incorporated Trust Agreements authorize the Trusts to
2 audit contributing employers' books and records.

3 10. The Trusts have requested from Employer the documents and payroll records
4 necessary to complete an audit of its books and records for the period of January 2012
5 through the present date.

6 11. As of the date of this Complaint, Employer has refused to provide the
7 documents and payroll records necessary to complete an audit of its books and records for the
8 period of January 2012 through the present date.

9 12. ERISA permits a fiduciary to bring suit to bring redress violations of the Trust
10 Agreement or enforce provisions of the Trust Agreement. ERISA § 502(a)(3), 29 U.S.C.
11 § 1132(a)(3).

12 13. Pursuant to ERISA and the Trust Agreements, the Board of Trustees are
13 entitled to award from this court ordering Employer to turn over to the Trusts the documents
14 and payroll records necessary to complete an audit of its books and records for the period of
15 January 2012 through the present date and otherwise comply with the payroll audit provision
16 of the Trust Agreements.

17 **III. CLAIM FOR RELIEF: DELINQUENT CONTRIBUTIONS**

18 14. Plaintiffs re-allege the facts set forth in paragraphs 1 through 13 above as if
19 stated fully herein, and further allege as follows:
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21
22

1 15. The CBA and Trust Agreements require Employer to make employee benefit
2 contributions to Trust Funds on behalf of Employer's employees working within with the
3 jurisdiction of the CBA.

4 16. At all material times, Employer has employed employees for whom employee
5 benefit contributions are due pursuant to the terms of the CBA and Trust Agreements.

6 17. Employer has failed to timely make employee benefit contributions to Trust
7 Funds for the delinquent period of January 2012 through current.

8 18. Employer owes an unknown amount employee benefit contributions for the
9 month of January 2012 through current. The total amounts due will be proven on motions or
10 at trial.

11 19. Under the terms of the Trust Agreements and CBA, and under federal statutory
12 law, Employer is obligated to pay liquidated damages, interest, reasonable attorney's fees, and
13 costs and expenses of suit.

14 WHEREFORE, Trust Funds pray for a judgment as follows:

- 15 a. An order requiring J.M. Martinac Shipbuilding Company to submit to an audit
16 and provide all the documents and payroll records necessary to complete an
17 audit of its books and records for the period of January 2012 through the date
18 of the judgment herein;
- 19 b. Judgment against J.M. Martinac Shipbuilding Company for all outstanding
20 contributions, liquidated damages, interest, found to be due and owing for the
21 period of January 2012 through the date of the judgment herein;
- 22

- 1 c. For liquidated damages, interest, reasonable attorney's fees, and costs and
2 expenses of suit; and
3 d. Other such relief as the Court deems just and equitable.

4 DATED THIS 16th day of June, 2015.

5 /s/ Noelle E. Dwarzski
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